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RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

Contract

DEC 24 2004

Between

ADMINISTRATION

**Brighton Association of
Educational Office Professionals**

and

**The Board of Education of
Brighton Central Schools**

EFFECTIVE JULY 1, 2004

through

JUNE 30, 2005

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ARTICLE I

AGREEMENT

Section 1

This agreement made and entered into this 10th day of February, 2004 by and between the Board of Education of the Brighton Central School District, hereafter referred to as the "Board" and the Brighton Association Of Educational Office Professionals, hereafter referred to as the "Association". This agreement shall be in effect from July 1, 2004, through June 30, 2005, and will continue from year to year thereafter unless at least ninety days prior to the expiration of this period or any extension thereof, either party notifies the other of its intent to modify or terminate the terms hereof.

Negotiations Agreement

No later than February 1, 2005 the parties will enter into good faith negotiations over a successor agreement.

ARTICLE II

RECOGNITION

Section 1

The Brighton Central School District Board of Education, having satisfied itself that a majority of the employees in the negotiating unit which consists of all the full-time and regular part-time members of the secretarial, clerical and accounting staff employed by the Board, has designated the Brighton Association Of Educational Office Professionals to act as the negotiating representative of any personnel. The Board hereby recognizes the Brighton Educational Association as the exclusive negotiating representative for the personnel in said negotiating unit.

Said unchallenged recognition status shall continue until seven months prior to the expiration of this agreement. A petition to certify or decertify may be filed pursuant to the rules, regulations and procedures of the Public Employees' Relations Board as amended from time to time.

Section 2

The Board agrees to deduct membership dues in the Association from the wages of such employees who individually and voluntarily authorize the Board to deduct same. Authorization shall be in writing. Such deductions shall be bi-weekly, commencing with the first paycheck in October and continuing through the last paycheck in June.

ARTICLE III

GENERAL POLICIES AND CONDITIONS OF EMPLOYMENT

Section 1- Appointment

- A. Application for employment must be made in the Human Resource Office where an application form may be obtained. Interviews may be scheduled for qualified applicants.
- B. When current and new positions become available, the Director for Administrative Services shall notify all school district personnel in writing, specifying the title, the duties of the position, the minimum qualifications required, and the final date for filing application. Internal applicants shall be given seven (7) working days in which to apply, (10 working days during July and August) prior to consideration of outside applicants. Other factors being equal, district employees will be given preference. If two or more district employees seek the same position and if the qualifications of the candidates are relatively equal in the judgment of the Director for Administrative Services, the more senior employee shall receive the appointment. Internal applicants will receive written notification of the decision regarding their applications. In the event that no presently employed person is interested in applying for the described vacancies, they shall, insofar as possible, be filled from current Civil Service lists. If a current list does not exist, positions will be filled in accordance with the Civil Service regulations governing open-competitive examination.
- C. The Superintendent makes the final recommendation of all personnel to the Board of Education for appointment.
- D. All secretarial and clerical employees shall be in one of the following position classifications:

Title of Position

Class

Effective July 1, 1988, employees in Clerk Typist A positions who have held the position for six (6) years shall become Clerk-Typist B and receive an increase of 6% in their hourly rate of pay.

Telephone Operator	III
Clerk-Typist A	III
Clerk-Typist B	IV
Clerk III with Typing	V

<u>Title of Position</u> (continued)	<u>Class</u>
Stenographer	V
Personnel Clerk	V
Clerk II With Typing	VI
Payroll Clerk	VI
Senior Stenographer	VI
Account Clerk	VII

- E. New Employees will receive a copy of the current contract and will be given a copy of her/his job description if available.
- F. All new employees shall be given a fact sheet on terms and conditions of employment as contained in this agreement.

Section 2 - Work Hours

- A. WORK WEEK - The regular work week shall consist of 37 1/2 hours. However, anyone working 30 hours per week or more, 38 weeks or more per year, shall be considered a full-time employee.
- B. WORK YEAR – 10 month unit members hired prior to July 1, 2000 will follow a work year of September 1 through June 30.

The work year for 10 month unit members appointed July 1, 2000, or after, will begin September 1 until the first scheduled teacher work day. The unit member will then work the teacher work schedule and work from the last teacher work day through June 30.

At the end of year two of this agreement, both parties will review any issues that may have occurred over break periods regarding staff coverage.

- C. REGULAR PART-TIME EMPLOYEE - A regular part-time employee is one who works at least 20 hours per week but less than 30 hours per week, for at least 38 weeks per year.

Section 3 - Working Conditions

- A. When a secretary is required to work when school is not in session or when the building is vacant, a member of the administrative staff or the head custodian shall also be present, unless some other arrangements have been agreed to by the secretary.

- B. Inadequate heat - During a work day when school is not in session, if the temperature in a working area drops to the 60 - 63 degree range for an extended period, the employee may arrange with her/his supervisor for the provision of another work area or leave if no such area is available.
- C. At the request of a unit member, whose work station includes a PC unit, the District will provide an Anti Glare/Anti Radiation Shield. The District will determine the appropriate type.

Section 4 - Vacations

A. Eligibility

1. Vacation eligibility is calculated as of July 1 each year.
2. Vacation credits are earned in one year, and vacation time will be taken in the succeeding fiscal year.
3. Vacation may be taken at any time with the prior approval of the immediate supervisor.
4. Upon termination, any vacation credits earned will be prorated, using the previous July 1 earned credits as the base.

B. Vacation Schedules

1. 12 Month Staff – Full-time

(a) Full-time (at least 30 hours per week) 12 months per year:

One day for each month of continuing service during the initial year or part thereof of employment prior to July 1 (the first month or part thereof counts as one month).

15 days after 2 years of continuous employment
16 days after 3 years of continuous employment
17 days after 4 years of continuous employment
18 days after 5 years of continuous employment
19 days after 6 years of continuous employment
20 days after 7 years of continuous employment
21 days after 8 years of continuous employment
23 days after 9 years of continuous employment
25 days after 10 years of continuous employment

Section 4 – Vacations

B. Vacation Schedules

1. Full-time (at least 30 hours per week) 12 months per year (con't)

- (b) Up to ten (10) days of the allotted vacation time may be carried over with the approval of the immediate supervisor.

2. 12 Month Staff - Part-time

- (a) Part-time (20-29 hours per week) employed in the District on or before November 10, 1992:

- 13 days after 5 years of continuous employment
- 14 days after 6 years of continuous employment
- 15 days after 7 years of continuous employment
- 16 days after 8 years of continuous employment
- 17 days after 9 years of continuous employment
- 18 days after 10 years of continuous employment
- 19 days after 11 years of continuous employment
- 20 days after 12 years of continuous employment

- (b) Part-time (20-29 hours per week) employed in the District after November 10, 1992:

- 2 days after 5 year of continuous employment
- 3 days after 6 years of continuous employment
- 5 days after 7 years of continuous employment
- 5 days after 8 years of continuous employment
- 5 days after 9 years of continuous employment
- 7 days after 10 years of continuous employment
- 8 days after 11 years of continuous employment
- 9 days after 12 years of continuous employment
- 10 days after 13 years of continuous employment

Section 4 - Vacation

B. Vacation Schedules (continued)

3. 10 Month Staff – Full-time

- (a) Full-time (at least 30 hours per week) employed in the District on or before November 10, 1992:

1 day for each month of continuous service during the first period of employment prior to July 1 (the first month or part thereof counts as 1 month).

13 days after 2 years of continuous employment

14 days after 3 years of continuous employment

15 days after 4 years of continuous employment

16 days after 5 years of continuous employment

17 days after 6 years of continuous employment

18 days after 7 years of continuous employment

19 days after 8 years of continuous employment

20 days after 9 years of continuous employment

- (b) Full-time (at least 30 hours per week) employed in the District after November 10, 1992 and prior to July 1, 2000:

2 days after 1 year of continuous employment

3 days after 2 years of continuous employment

5 days after 3 years of continuous employment

5 days after 4 years of continuous employment

5 days after 5 years of continuous employment

7 days after 6 years of continuous employment

8 days after 7 years of continuous employment

9 days after 8 years of continuous employment

10 days after 9 years of continuous employment

- (c) Any 10 month, part-time unit member hired June 30, 2000 or before who transfers to a 10 month full-time position would be eligible for benefits as defined in B3a or B3b depending on his or her original hire date. They will receive .5 years of credit for every year employed as a part-time employee.

Section 4 - Vacation

B. Vacation Schedules (continued)

4. 10 Month Staff – Part-time

- (a) Part -time (20-29 hours per week) employed in the District on or before November 10, 1992:

13 days after 5 years of continuous employment
14 days after 6 years of continuous employment
15 days after 7 years of continuous employment
16 days after 8 years of continuous employment
17 days after 9 years of continuous employment
18 days after 10 years of continuous employment
19 days after 11 years of continuous employment
20 days after 12 years of continuous employment

- (b) Part-time (20-29 hours per week) employed in the District after November 10, 1992 and prior to July 1, 2000:

2 days after 5 year of continuous employment
3 days after 6 years of continuous employment
5 days after 7 years of continuous employment
5 days after 8 years of continuous employment
5 days after 9 years of continuous employment
7 days after 10 years of continuous employment
8 days after 11 years of continuous employment
9 days after 12 years of continuous employment
10 days after 13 years of continuous employment

5. Full and part-time, 10 month staff employed in the District effective July 1, 2000, or after, will not be eligible for paid vacation.
6. Not less than two weeks of vacation shall be taken during vacation periods that fall prior to June 30 for full-time employees working a 10 month schedule. If the workload, as determined by the supervisor, does not permit a full earned vacation during the period from September 1 through June 30, remaining days of unused vacation shall be paid during the first week of July and/or a maximum of five (5) vacation days may be carried to the next school year.

- C. For purposes of eligibility any portion of the first year of continuous employment shall count as one full year.
- D. Part-time employees will receive .5 years of credit for every year employed as a part-time employee when determining the number of vacation days for the purpose of continuous employment as defined in B1-B4 above.
- E. For any employee who has not been employed long enough to accrue sufficient vacation days to cover the recess vacation periods, the employee may elect, by notifying the District in advance and with the approval of his/her immediate supervisor and the Director for Administrative Services, to take such days without pay.
- F. The parties agree that when an appointment to a full-time position is assigned to a ten-month plus two summer work week schedule, the successful applicant shall be entitled to one vacation paid leave day per school year. If the applicant is a current unit member and is already entitled to vacation time, under current contractual provisions, he/she shall be granted one additional vacation leave day. This agreement is effective July 1, 2004.

Section 5 - Holidays

All employees shall be entitled to the following holidays which occur during the regular work year:

New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Day After Thanksgiving, Day Before Christmas, Christmas Day, and Day Before New Years.

- B. When a holiday falls on a Saturday the preceding Friday shall be considered as the holiday; when a holiday falls on a Sunday the following Monday shall be considered as the holiday.
- C. When any date which would otherwise be celebrated as a holiday under the provisions of A is not designated as a holiday in the regular school calendar, the parties shall mutually designate an alternate date to be observed as a holiday when school is not in session.

Section 6 - Evaluation of Unit Members

The evaluation of permanently appointed unit members shall be done in accordance with a jointly developed process and timetable. The purpose of evaluation is to inform unit members of their performance. Supervisors will evaluate each individual using the Employee Performance Evaluation form.

Evaluation Process and Timetable:

1. By April 1, evaluation forms and applicable instructions will be distributed to all affected supervisors.
2. During the period April 15 through June 1, evaluations are completed for each BAEOP unit member by supervisors.
 - a. Written information on performance may be obtained from other professional staff members who work directly with the non-teaching staff and should be used by the administrator or supervisor in preparing evaluations.
 - b. The staff member may also submit information about her/his performance.
 - c. A copy of the evaluation will be in the hands of the staff member 48 hours in advance of the evaluation conference.
3. By June 1, a final evaluation conference is to be conducted by the appropriate administrator or supervisor.

Each completed evaluation must be signed by the person acknowledging that the evaluation was given and that she/he has received a copy. After the evaluation conference, any staff member, who wishes to do so, may prepare a written commentary to the evaluation, which will be included in the file along with the evaluation document, or with any copies that are made thereof.

An employee wishing to appeal her/his performance evaluation should indicate to her/his immediate supervisor her/his concerns about the evaluation at the evaluation conference. If the employee wishes to appeal further, she/he should request, in writing, a meeting with the immediate supervisor of her/his supervisor within 5 working days of her/his evaluation conference. A written decision of the appeal will be rendered within 5 days of this meeting.

Section 7 - Performance Discussions

In the event a supervisor perceives a performance problem or concern with a unit member and which problem or concern would be placed in the unit member's annual evaluation, the supervisor will discuss the nature of the problem or concern and the proposed suggestions to correct the problem with the unit member at the time such concern occurs.

This discussion should be viewed as a constructive process to provide timely attention and encourage correction and/or improvement of the employee's performance. It is recognized, of course, that an open and on-going dialogue between supervision and employees concerning job performance often leads to a greater awareness and understanding of mutual goals, concerns and expectations by both parties. To this end, the annual performance evaluation should reflect a summary of the employee's performance including any previously noted concerns.

Section 8 - Discipline and Dismissal

- A. Reasons for dismissal of a unit member shall be given to the unit member in writing, two (2) weeks prior to the termination date. If immediate dismissal is necessary, the unit member will receive written reasons for dismissal within two (2) work days.
- B. Notwithstanding any Civil Service regulations, no permanent unit member shall be disciplined or dismissed without just cause.
- C. Any probationary employee who is disciplined or dismissed shall have the right to an appeal hearing with the District Business Administrator if the employee so requests.

ARTICLE IV COMPENSATION

- A. Effective July 1, 2004, each unit member shall receive an increase of 4.0% of his/her 2003-2004 hourly rate.
- B. Effective July 1, 2004, hiring hourly rates per job classification for new unit members are as follows:

1. Class III	\$8.45 – 9.41
2. Class IV	\$9.07 – 9.91
3. Class V	\$9.84 – 10.74
4. Class VI	\$10.59 – 11.56
5. Class VII	\$11.45 – 12.75

Section 2 - Overtime

Overtime shall be authorized by the building administrator or District Business Administrator and shall be compensated at the rate of one and one-half times regular hourly rate for time worked in excess of the contracted work hours (30 hours or 37 1/2 hours). Overtime will be paid only for daily time worked in excess of 15 minutes.

Section 3 - Promotional Advancement

When a currently employed staff member is promoted to a higher classification, the employee shall receive a 6% increase in hourly rate from clerk Typist A to Clerk Typist B and/or an 8% increase in hourly rate per classification for other promotional advancements.

Section 4 - Reservation Agreement

The Board reserves the right, in exceptional circumstances, when it would appear to be for the best interest of the Brighton Central Schools, to grant salaries or to award increments in excess of those indicated in the provisions of this Agreement. However, before the implementation of any payment of salary or awarding of any increment, the District shall notify the Association, and consult with it on the matter.

Section 5 - Summer Work

Ten month unit members working at the schools who agree to work during the summer, at the request of a supervisor and with the prior approval of the District Business Administrator, will be compensated at her/his regular hourly rate.

Section 6- Classification Differential

When a unit member is asked to fill in for another unit member in a higher job classification who has resigned or is on sick leave, vacation or other extended absence, the unit member who fills such a position for more than 8 consecutive days shall be paid a differential of 40 cents an hour or at the beginning rate of the higher classification whichever is the higher rate. Such pay shall be retroactive to the first day of such reassignment of duties. The differential shall continue as long as the unit member is filling in for the absent member in the higher job classification.

Section 7 - Long-term Substitute

Long-term substitutes shall receive the minimum starting rate of the job classification in which they are substituting. This rate shall become effective after four (4) weeks of employment, or immediately upon hiring if it is known that the assignment will be longer than four weeks. Such pay shall be retroactive to the first day of the assignment.

ARTICLE V

CAREER AWARD

A career award shall be paid annually to all full-time employees according to the following schedule:

after 10 years of continuous full-time service:	\$450
after 15 years of continuous full-time service:	\$500
after 20 years of continuous full-time service:	\$550
after 21 years of continuous full-time service:	\$600
after 22 years of continuous full-time service:	\$650
after 23 years of continuous full-time service:	\$700
after 24 years of continuous full-time service:	\$750
after 25 years of continuous full-time service:	\$800

This career award shall culminate with the tenth year of full-time continuous service in the Brighton Central Schools, and shall be payable in total with the first pay period of December, or upon termination. Any portion of the first fiscal year of employment shall count as one year.

ARTICLE VI

ABSENCES WITHOUT DEDUCTION OF SALARY

Section 1 - Sickness Allowance

- A. Days of individual absence due to sickness shall be allowed each fiscal year without deduction of salary as follows:

12 days for 12 month employees; 10 days for 10 month employees. Any unused portion of the annual allowance shall be accumulated to a maximum of 180 days. One day per month shall be allowed during the first fiscal year of employment.

- B. Further sickness allowance shall be extended to unit members who have exhausted their sickness allowance, yet who are unable to resume their regular duties following a prolonged illness or disability. This allowance shall provide to the employee 70% of normal earnings, for one year (365 days) from the first day of disabling illness or accident. The 70% obligation of the District shall be reduced by any payments the employee is receiving from other legally required plans such as Workers Compensation, Social Security, or State compulsory disability plans. The intent of this provision is to afford income protection during a prolonged illness or disability and is not intended to provide additional benefits for casual and/or short term illness. (For long term disability see Section 4, Page 15)

No payment under this section shall be made during July and August for 10 month employees.

If the unit member retires during the period of disability, the 70% disability benefit will cease as of the date the retirement becomes effective.

- C. Under unusual circumstances, additional sickness allowance for new employees may be granted following petition to the Superintendent.

D. Voluntary Sick Leave Bank

1. All unit members who have depleted their sick days following a prolonged illness or disability are eligible to apply to the Sick Leave Bank. This will allow a staff member who is without sick days due to a prolonged illness or disability to be compensated for an occasional sick day during the remainder of the school year.
 2. A written request for use of sick leave from the bank must be submitted to either of the Association's Co-Presidents, who will then forward it to the District's Administrator of such Sick Leave Bank.
 3. A unit member who has been denied use of sick leave from the bank may submit a written request for an appeal before the Superintendent of Schools, whose decision will be final and binding.
 4. At the beginning of each school year, the District shall give the Association's Co-Presidents a report as to the use of the Sick Leave Bank in the previous year and the number of days remaining in the Bank.
 5. When the number of days in the Bank drops below fifteen (15), all members who have minimum of twenty-five (25) accrued personal sick days may make a voluntary contribution of a maximum of five (5) days toward the Bank.
- E. When absence due to illness exceeds the maximum allowed for the current year, or at the request of the employee's immediate supervisor or the Superintendent of Schools at any time, a doctor's certificate indicating illness of sufficient gravity to warrant absence from employment may be requested of the employee for presentation to the professional member in charge of the administrative unit to which the employee is assigned.
- F. Any or all of annual allowable absence due to sickness may be used for sickness in the family. Additional days may be allowed in unusual circumstances with the approval of the Superintendent of Schools. When additional days are granted for sickness in the family, such additional days shall be deducted from accumulated sick time.

- G. Each employee will be notified at the beginning of a new school year as to the number of days allowable absence for sickness she/he has accumulated.
- H. Upon severance of employment, all unused accumulated sick leave is canceled. No payment for unused reserves will be made. If reemployed, the accumulation of days of allowable absence for sickness will begin anew.
- I. A unit member may apply the sickness benefits set out in this agreement to disability occasioned by pregnancy. A unit member who wishes to apply such sickness benefits to the period of disability attributable to pregnancy may apply them no earlier than the date which her physician certifies as when she is no longer physically able to perform her assigned duties, and no later than the date which her physician certifies as when she becomes physically able to resume her assigned duties.

Section 2 - Personal Obligation

Up to three days of absence per year without deduction in salary may be allowed for compelling personal obligation when application is made on forms available from the Administrative Office. Approval must be granted by the immediate supervisor or the Superintendent, as indicated on the form. Denial of a requested day by the supervisor may be appealed to the Superintendent.

Under extenuating circumstances, additional days beyond the allowable three days may be requested. Requests for additional days must be in a letter to the Superintendent explaining the need for additional days. If additional days are approved by the Superintendent, no deduction of salary shall be made. The unit member must inform their immediate supervisor of their request to be out of work on those days.

Personal leave cannot be taken to extend holiday or vacation periods. In extenuating circumstances this limitation may be waived or modified if approved by the Superintendent of Schools.

Section 3 - Death In The Family

Five working days' absence with full salary shall be allowed in the event of death in the staff member's immediate family. Under unusual circumstances, this allowable absence may be extended by the Superintendent of Schools. Immediate family is defined as: spouse, parent, brother, sister, child, grandparent, or grandchild by blood, marriage, or legal adoption - excluding uncles, aunts, nephews, and nieces who are blood relatives, unless they are living in the same home as the employee.

Section 4 - Jury Duty

A Unit member called for jury duty shall receive her/his salary less the amount of jury fees, but shall suffer no loss in salary or related benefits because of serving on a jury.

Section 5 - School Closed Due to Weather

Unit members will not be required to report to work on the first two days during each school year when schools are closed for weather or other emergency. These two days do not have to be consecutive. Unit members will be paid for these first two days.

On the third day and any such days thereafter, unit members are expected to report to work unless the Superintendent or his or her designee has determined that they are not required to report to work. Unit members will establish a telephone tree as the means of communication when it is decided that they are not required to report to work. Unless unit members are told not to report to work by the Superintendent or his or her designee, they are to treat the third day and any such days thereafter as any other workday. If the Superintendent or his or her designee has made the determination that the unit members are not to report to work, unit members will be paid for the day. If the Superintendent makes the determination that unit members are to report to work, they may exercise the following options:

- ◆ report to work
- ◆ take the day off without pay
- ◆ take a vacation day
- ◆ make up the hours by mutual agreement with immediate supervisor

ARTICLE VII

LEAVES OF ABSENCE WITHOUT PAY

Section 1 - Child Bearing/Child Rearing Leave

A maternity leave of absence shall become effective not later than the date when it has been determined on the advice of a physician that continued employment would be detrimental to her health or her expected child or at the request of the staff member. A staff member may return from maternity leave as soon as a physician has certified her fit to perform her duties. However, a maternity leave shall not extend more than twelve months following the birth of the child. Leaves of absence for maternity are not granted employees serving in provisional appointments.

A unit member shall be entitled to leave without pay for purposes of child rearing because of adoption. Such leave shall not exceed 12 months beyond the date of adoption.

Any unit member, choosing to utilize sick leave benefits for any pregnancy related disability, shall follow the provisions of Article VI Section 1.

Section 2 - Other

Leaves of absence for personal reasons other than sickness or maternity may be granted to permanent staff members at the discretion of the Board of Education upon the recommendation of the Superintendent of Schools.

ARTICLE VIII

INSURANCE BENEFITS

Section 1

Information generally describing the benefits available to members of the bargaining unit under the insurance plans provided for by this agreement will be distributed to the BAEOP staff.

The Board of Education shall provide a health insurance plan available to all full-time employees who are members of the bargaining unit. This plan includes Blue Cross Hospital Insurance, Blue Shield Surgical Insurance, In-Hospital Medical Care, Full Blue Cross-Blue Shield Maternity, Out-Patient, Blue Shield Diagnostic X-ray Out-patient Riders, and Major Medical Insurance or other carrier or coverage providing benefits of at least equal value.

As required by Federal statutes, the District shall make available to eligible employees participation in a qualified Health Maintenance Organization for the Monroe County area. Such participation shall be in lieu of Blue Cross/Blue Shield coverage or other carrier or coverage providing benefits of at least equal value.

Section 2 - Health Insurance

- 2.1 The District will pay 100% of the premium for Blue Point 2 Select. Unit members who enroll in any plan other than Blue Point 2 Select will be responsible for the difference in the cost between the Blue Point 2 Select premium and the other plan. The District shall be responsible for 100% of the premium for unit members who enroll in Major Medical only or Blue Cross/Blue Shield only, up to the cost of Blue Point 2 Select.

The District will pay 100% of the premium for Preferred Care Community and will continue to offer the plan to existing participants through December 31, 2004.

- 2.2 Unit members who enroll in Blue Point 2 Select and who elect Major Medical coverage shall be responsible for the actual cost of the premium for the Major Medical coverage.
- 2.3 Unit members who enroll in a health insurance plan that is not entirely paid by the District will receive up to \$200 to offset the cost of the employee's contribution. In no case shall the amount received by the employee exceed the employee's actual amount of contribution.

2.4 PART-TIME UNIT MEMBERS

Unit members working at least 20 but less than 30 hours per week shall be eligible for health insurance coverage, with the District's contribution, specified in 2.1 and 2.2 above, pro-rated based upon the proportion of the unit member's assignment as compared to full-time.

For unit members employed prior to July 1, 1993, and working 20 but less than 30 hours per week, the school district shall pay half the annual cost of the Blue Cross Hospital Insurance, Blue Shield Surgical Insurance, and In-Hospital Medical Care plus 35 percent of the additional cost for family coverage where applicable. Half the annual cost of Major Medical Insurance shall also be paid by the school district for unit members employed 20 but less than 30 hours per week and for her/his dependents where applicable. The Major Medical Insurance will include a \$50.00 deductible clause. For those whose employment commenced on or after July 1, 1993, the same amounts/percentages shall be paid by the employee plus an additional 10%.

2.5 Unit member contributions must be made through payroll deductions on a monthly basis. A unit member must provide the District with a payroll deduction authorization within three (3) days after notification by the district that the unit member is responsible for a premium contribution. If the unit member fails to execute such authorization or subsequently revokes such authorization, that unit member's enrollment in the plan shall be terminated. The unit member shall subsequently be eligible to re-enter the plan when payroll deduction authorization is provided.

2.6 HEALTH INSURANCE AT TIME OF RETIREMENT

As a further provision of this plan, medical and dental benefits will be provided for full-time employees that retire on superannuation. Unit members who have 10 years of service with the District and who are retiring under the New York State Employees Retirement System can receive benefits. At the time of such a retirement, the employee will continue to pay his/her share of the premium.

Part-time personnel employed to work a minimum of twenty but not more than thirty hours per week for twenty years shall also be included under the provisions of this policy. Health insurance carried for retired employees shall continue family as well as individual coverage, but individual coverage may not be changed to cover a family after retirement.

Unit members who are enrolled in a district health care plan, including dental, may discontinue their coverage with the understanding that they may re-enroll at any time. It is understood that the unit members that re-enroll after retirement may do so in the same plan and at the same level of employee contribution in effect at the time of discontinuance.

It is also understood that unit members who re-enroll while still in active service in the Brighton Schools may do so in any plan at the employee contribution level in effect for their comparable group at the time of re-enrollment.

Major Medical coverage for employees retiring after June 30, 1983, will continue at the same benefit level (unlimited maximum) through age 64. Starting in 1988-89 the major medical benefits will increase from \$50,000 lifetime to \$500,000 lifetime for those retirees over the age of 65.

At the time of retirement, eligible employees will continue to pay his/her share of the health and dental premium cost.

In the event that two spouses are both members of a bargaining unit represented by the BAEOP and both spouses are receiving family coverage under the group health insurance plan provided by the District pursuant to enrollment in the plan by one of the spouses, and in the further event that both spouses retire and the spouse who was enrolled in the group plan predeceases his or her spouse then the District will ensure that the surviving spouse receives continued health insurance coverage.

Upon the death of the unit member, the surviving spouse shall have the option of participating in a community-rated health insurance plan provided by the District which is not self insured. The entire cost of the premium shall be borne by each participant.

Unit members retiring May 1, 2003, or after will be eligible for portability of post-retirement health contribution. Retirees who establish a permanent residence outside of the Rochester Blue Cross/Blue Shield coverage area shall be entitled to district contribution toward health insurance purchase in their retirement locale. Reimbursement will be limited to the extent of the district contribution to which the retiree would have otherwise been entitled under Article VIII. Reimbursement shall be made directly to the retiree on a semi-annual basis in July for the previous January to June and in January for the previous July to December. Proof of coverage and payment must be submitted with the request for reimbursement.

- 2.7 Employees starting service in September may apply for insurance coverage beginning on September 1. Employees starting their services at other times during the year may elect coverage to become effective on the first of the month following the effective date of their employment. Employees who choose not to take the medical insurance program at the time of first employment may later make application to come into the program. A physical examination is necessary for such persons before being approved for coverage under the Major Medical contract.
- 2.8 Employees leaving active service with the school district shall have her/his insurance premium paid by the Board through the last day of her/his last month of paid service. Employees who leave service at the end of the school year will have her/his premiums paid by the District

through August of that year. Employees on leave of absence without pay may continue as members of the school district insurance group by paying the premiums in advance monthly to the Benefits Specialist.

Section 3 - Dental Insurance Plan

The District shall provide a dental plan available to all full-time employees and part-time employees employed 20 hours or more per week. This plan shall be the Blue Cross/Blue Shield Smile Saver, Option 4, or other carrier or coverage providing benefits of at least equal value. Eligible unit members who elect dental coverage shall be responsible for 10% of the dental premiums. Employees working less than 20 hours per week may belong to the dental plan at their own expense by prepaying the annual premium.

Retirees who have carried the dental insurance prior to their retirement will have continued coverage paid by the District following retirement, in the same proportion as provided for under the health insurance coverage, as long as the District continues to provide dental coverage to unit members. Beginning in 1988-89 a Dental surgery rider will be provided for those unit members who are enrolled in an HMO and drop the Major Medical coverage.

At the time of retirement, eligible employees will continue to pay his/her share of the premium cost.

Section 4 - Long Term Disability Income Plan

The Board of Education shall provide a long-term disability insurance plan available to all full-time unit members who are members of the bargaining unit. Such insurance coverage shall provide for the continuation of 70% of the salary of any employee carrying the insurance beginning one year after the first day of disability and continuing throughout the permanent disability or the lifetime of an individual disabled by accident and until age 65 for an individual permanently disabled by illness. The school district shall pay the cost of premiums for eligible employees who elect to participate for up to \$50,000 of salary.

Section 5 - Workers' Compensation

The Board carries compensation insurance on all employees. In the event of accidents covered by compensation insurance, an employee will be paid the difference between the allowance under a compensation award and the sickness provisions of this contract.

Section 6 - Selection of Carriers

Whenever the District proposes to change an insurance carrier or method of delivery of the program, the District Business Administrator shall confer with the president of the Association to assure that the new program or other proposed changes is at least equal to the level of benefit previously offered.

Section 7 - Flexible Benefits

All unit members shall have whatever premium share, if any, sheltered in a flexible spending account unless they elect otherwise in writing.

Section 8 - Medical Reimbursement

The District has established, effective July 1, 1985, a medical reimbursement plan for members of the unit. The District shall contribute each year of the agreement the following:

Full Time Unit Members 30 Hours or more per week	Part-time Unit Members 20-29 Hours per week
\$600	\$300

The District has established procedures for claims for medical costs not paid by their insurance carriers or programs. When an employee leaves the District, any unused portion of the employee's fund shall continue to be available to the employee for medical reimbursement purposes.

If a unit member leaves employment within two (2) months of the beginning of a new work year the medical reimbursement amount for that year is pro-rated from the start of that work year only to the ending date for that year.

ARTICLE IX

RETIREMENT BENEFITS

The Board will underwrite the cost of the Improved Career Retirement Plan under the terms and conditions of the New York State Employees' Retirement System as provided in Section 75-I of the Retirement and Social Security Law effective September 19, 1990. It will also provide optional coverage, Section 41-J, which is the application of unused sick leave as additional service credit upon retirement.

ARTICLE X

IN SERVICE TRAINING

Section 1 - Workshops

The Board will make available one full day for a secretarial workshop at a mutually agreeable time during the school year. The cost of the workshop will be borne by the Board.

Section 2 - Conference

Three representatives of the Association may attend the annual conference of the New York State Association of Educational Office Professionals at Board expense and two additional representatives at Association or personal expense, but without loss of pay.

Section 3 - Continuing Education

Tuition expense of continuing education courses will be borne by the Board if the work is related to the duties of the individual enrolled, or will increase her/his efficiency in the performance of those duties and is recommended by her/his immediate supervisor and approved by the Superintendent of Schools.

Section 4 - In-Service Training

The District will plan courses for members of the unit to be offered in the District and at adjacent locations. These courses shall be free of charge to unit members.

Section 5 - Professional Standards Program

The District will allow unit members to participate in the Professional Standards Program of the National Association of Educational Office Professionals. Unit members who successfully complete the certificate programs shall be compensated as follows:

Basic Certificate	\$200 per year
Associate Certificate	\$300 per year
Advanced Certificate	\$400 per year
Bachelors Degree or CEOE	\$500 per year

When a unit member achieves a CEOE a \$100 one time recognition award will be paid.

The first year in which the certificate is submitted to the Personnel Office, payment will be made during the next payroll period following receipt.

For subsequent years the appropriate amount will be paid in December.

ARTICLE XI

GRIEVANCE PROCEDURE

Section 1 - Declaration of Purpose

Whereas, the establishment and maintenance of a harmonious and cooperative relationship between the Board and the Association is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level equitable solutions to alleged grievances of members of the unit.

Section 2 - Definitions

A. The term Grievance as used in this Agreement shall mean any alleged violation of the application of terms or provisions of this Agreement. It is specifically agreed that the grievance and arbitration procedure shall not apply to the evaluation of employee performance.

B. Association shall mean Brighton Association Of Educational Office Professionals.

- C. Aggrieved Party shall mean any person or group of persons in the negotiating unit filing a grievance.
- D. Party in Interest shall mean the Grievance Committee of the Association and any party named in a grievance who is not the aggrieved party.
- E. Grievance Committee is the committee created and constituted by the Brighton Association Of Educational Office Professionals.
- F. Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances hereunder.

Section 3 - General Procedures

- A. All grievances shall include the name and position of the aggrieved party, the identity of the provision of law, if applicable, this agreement, policies, etc., involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- B. Except for informal decisions at Section 5, A. Stage 1 (1), all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefore. Each decision shall be promptly transmitted to the member of the unit and the Association.
- C. If a grievance affects a significant number of unit members and appears to be associated with system-wide policies, it may be submitted by the Association directly at Stage 2 described below.
- D. The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of 8 A.M. and 5 P.M. on regularly scheduled work days. All parties will avoid undue interruptions of services in support of school activities.
- E. The Board and the Association agree reasonably to facilitate any investigation which may be required and to make available to the aggrieved party all pertinent information not privileged under law in its possession or control and which is relevant to the issues raised by the grievance.

- F. Except as otherwise provided in Section 5, Stage 1, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against her/him, testify and to call witness on her/his own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.
- G. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the administration against the aggrieved party, and party in interest, any representative, and member of the grievance committee, or any other person by reason of such grievance or participation therein.
- H. Forms for filing and processing grievances and other documents necessary under the grievance procedure shall be jointly prepared by the Board and the Association. The Superintendent shall provide for the printing of appropriate forms. All documents, communications and records dealing with the processing of a grievance shall be kept in a confidential file separate from the personnel files of the participants.

Nothing contained herein will be construed as limiting the right of any unit member having a grievance to discuss the matter informally with her/his supervisor and having the grievance informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

- J. Any party may request that an official stenographic record be kept of any hearing pertaining to the filing of an alleged grievance. The party requesting such stenographic service shall pay the costs thereof.

Section 4 - Time Limits

- A. Since it is important to good relationships that grievance be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.

- B. Unless written grievance is forwarded at the first available stage within fifteen working days after the unit member knew or should have known of the act or condition on which the grievance is based, no written grievance will be entertained and such grievance will be deemed waived.
- C. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.
- D. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, her/his representatives and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

Section 5 - Grievance and Review

A. Stage 1 - Immediate Supervisor

- 1. A member of the negotiating unit having a grievance will discuss it with her/his Immediate Supervisor, either directly or with a representative, with the objective of resolving the matter informally.
- 2. If after 5 working days, the grievance is not resolved informally, it shall be reduced to writing and be presented to the Immediate Supervisor. Within five (5) work days after the written grievance is presented to her/him, the Immediate Supervisor shall without any further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing, and present it to the member of the unit, her/his representative and the Association.

B. Stage 2 - Superintendent or His/Her Designee

- 1. If the party initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the party shall within five (5) working days, present the grievance to the Association's Grievance Committee for its consideration.

2. If the Grievance Committee determines that the aggrieved party had a meritorious grievance, then it will file a written appeal of the decision at Stage 1 with the Superintendent, or his/her designee, within fifteen (15) working days after the aggrieved party has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.
3. Within ten (10) working days after receipt of the appeal, the Superintendent or his/her duly authorized representative, shall hold a hearing with the aggrieved party and the Grievance Committee or its representative and all other parties in interest.
4. The Superintendent, or his/her designee, shall render a decision in writing to the aggrieved party, the Grievance Committee, or its representative within fifteen (15) working days after the conclusion of the hearing.

C. Arbitration

1. If the aggrieved party and the Association are not satisfied with the decision at Stage 2, and the Association determines that the grievance is meritorious and that appealing it is in the best interests of the school system, it may submit the grievance to arbitration by written notice to the Superintendent, or his/her designee, within fifteen (15) working days of the decision at Stage 2.
2. Within five (5) working days after such written notice of submission to arbitration, the Superintendent, or his/her designee, and the Association will notify PERB to arrange for a mutually agreeable arbitrator and date for a hearing. If the parties are unable to agree upon an arbitrator or to obtain a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
3. The selected arbitrator will hear the matter promptly and will issue his/her decision not later than twenty-one (21) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusion on the issues.

4. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.
5. The decision of the arbitrator shall be final and binding upon all parties.
6. The costs for the services of the arbitrator, including expenses, if any, will be borne by the Board and by the Association in the ratio of 2/3 to 1/3 respectively. Each party will bear expense of its own legal counsel.

Section 6- Statutory Requirements

For the duration of this Agreement, members of the unit will not engage in, conduct, encourage, or assist in any strike or concerted interruptions in employee commitments. Nor will the employer lock out any of the members of the unit or cause to be responsible for the same.

Section 7 - Unit Representation

Upon three (3) days advance notice either one of the Association Presidents or designee, shall be given release time up to the equivalent of six (6) working days whenever necessary to carry out the duties and functions required of the office.

ARTICLE XII

MAINTENANCE OF STANDARDS

None of the benefits, currently being enjoyed by employees of the Association shall be reduced or taken away from such employees unless specifically identified and taken away or reduced with common agreement of the parties. Benefits shall include scheduled work hours, wages and fringe benefits.

ARTICLE XIII

SMOKE FREE ENVIRONMENT

The Association agrees to participate in a District committee which will develop and implement a program for having a smoke-free environment on or before September 1, 1994.

ARTICLE XIV

CONTRACT PRINTING AND DISTRIBUTION

Copies of this Agreement shall be printed at the expense of the Board and given to all unit members now employed or hereinafter employed by the Board within a reasonable time after its execution.

ARTICLE XV

AGREEMENT PROVISIONS

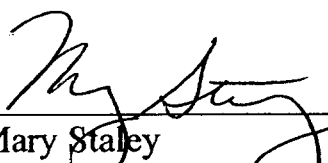
- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement. Before the Board adopts a change in policy which affects wages, hours, or any other condition of employment which is not covered by the terms of this Agreement and which has not been proposed by the Association, the Board will notify the Association in writing that it is considering such a change. The Association will have the right to negotiate such items with the Board, provided that it files such a request with the Board within five (5) work days after receipt of said notice.
- B. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- C. Any individual arrangement, agreement or contract between the Board and an individual unit member, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement and any individual arrangement, agreement or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual arrangement, agreement or contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

- D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.
- F. The foregoing represents the entire Agreement between the parties and is hereby affirmed to be the collective negotiating contract subject to formal ratification by the Association and the Board.

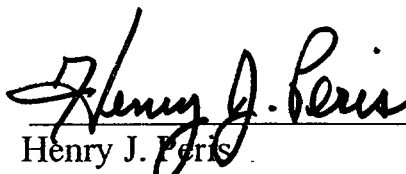
In witness whereof, we hereunto set our signatures this 15 day of November 2004, at Rochester, New York.

For the Association:

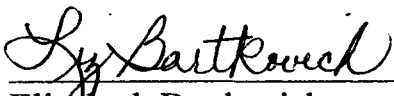
For the Board:



Mary Staley
BAEOP Co-President



Henry J. Peris
Superintendent of Schools



Elizabeth Bartkovich
BAEOP Co-President

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